

14422-A

LAW OFFICES  
**ROSENTHAL AND SCHANFIELD**  
PROFESSIONAL CORPORATION

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55 EAST MONROE STREET  
CHICAGO, ILLINOIS 60603  
(312) 236-5622

4-296A069  
No. OCT 22 1984  
Date 10.00  
Fee \$ 10.00

14422-A  
RECORDATION NO. 14422 Filed 1425  
**OCT 22 1984 - 1 05 PM**  
**INTERSTATE COMMERCE COMMISSION**

October 12, 1984

KENNETH D. BASCH  
GERALD E. BEATTY  
HOWARD S. BEDER  
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ICC OFFICE OF  
THE SECRETARY  
OCT 22 12 56 PM '84  
MOTOR OPERATING UNIT

Secretary  
Interstate Commerce Commission  
Washington, D.C.

Dear Secretary:

Pursuant to 49 U.S.C. § 11303 and the rules and regulations promulgated thereunder, as amended, we hand you herewith for filing eight fully-executed counterparts of that certain Amendment No. 3 to Security Agreement dated as of September 19, 1984. The parties to Amendment No. 3 are:

Debtor: Evans Track-Work Leasing Company  
The East Tower, #1000  
2550 Golf Road  
Rolling Meadows, Illinois 60008

Secured Party: The First National Bank of Chicago  
One First National Plaza  
Chicago, Illinois 60670

A description of the equipment covered by Amendment No. 3 is attached hereto as Exhibit A. A description of the equipment released by Amendment No. 3 is attached hereto as Exhibit B.

The enclosed Amendment No. 3 relates to that certain Amendment No. 2 To Security Agreement dated as of May 23, 1984 and recorded with the Interstate Commerce Commission on September 7, 1984 as ICC Recordation No. 14422. Accordingly, we request that Amendment No. 3 be filed as a subfiling under that number.

*CT. Kanner*  
*Countersigned*

ROSENTHAL AND SCHANFIELD

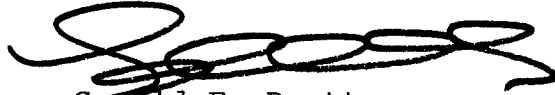
Interstate Commerce Commission  
October 12, 1984  
Page Two

Enclosed herewith is a check in the amount of \$10.00 in payment of the applicable recording fees.

Since these documents are being delivered to you by hand, we would appreciate it if you would return to the bearer the duly stamped counterparts of Amendment No. 3 not required to be kept by you, or, if it is not possible to return them to the bearer, send them to the undersigned at the letterhead address.

Very truly yours,

ROSENTHAL AND SCHANFIELD



Gerald E. Beatty

GEB:mbg  
enclosures

## Exhibit "A"

## I S S U E T W C

LOT #	DESCRIPTION	MANUFACTURER	MODEL	QUANTITY	SERIAL #	LESSEE	MASTER LEASE DATE	SCHEDULE #	LEASE TERM	MONTHLY RENTAL PER UNIT	COST	NBV 6-30-84
1850	Tie Handlers	R.T.W.	-	2	427	Illinois Central Gulf Railroad ("ICG")	4/02/80	1	69 months	\$ 515.00	\$ 28,962	\$ 14,586
					428						28,962	14,586
1874	Rail Lifter	Fairmont	-	2	248833	ICG	7/11/80	1	60	155.40	10,654	4,289
1880	Switch Tamper	Plasser	-	1	1375	Consolidated Rail Corp.	9/11/80*	1	84	1,503.40	94,644	56,904
	Switch Tamper	Plasser	-	1	1376	("CRC")	9/11/80*	1A	84	1,494.79	94,071	56,802
	Tamper	Canron	Mark II	1	1087330	CRC	9/11/80*	2	84	2,299.54	144,716	84,185
	Tamper	Canron	Mark I	1	1087350	CRC	9/11/80*	3	84	1,256.61	79,082	46,004
	Ballast Regulator	Kershaw	26-2-17	1	26-1393	CRC	9/11/80*	4	84	949.25	59,739	34,729
1881	Switch Tamper	Canron	Mark II	1	1087320	CRC	9/11/80**	1	84	2,303.75	144,716	84,185
	Switch Tamper	Canron	Mark II	1	1087300	CRC	9/11/80**	1A	84	2,307.66	144,981	83,464
	Switch Tamper	Canron	Mark II	1	1087290	CRC	9/11/80**	1B	84	2,306.94	145,182	83,464
	Switch Tamper	Canron	Mark II	1	1087280	CRC	9/11/80**	1C	84	2,298.79	144,669	83,464
	Switch Tamper	Canron	Mark II	1	1087270	CRC	9/11/80**	2	84	2,299.54	145,227	83,464
1882	Undercutter/Cleaver	Plasser	RH76U	1	183	CRC	9/11/80***	1	84	13,337.75	839,380	481,848
	Crib & Ballast Compactor	-	-	1	1377	CRC	9/11/80***	2	84	1,162.19	73,140	43,867
1883	Ballast Regulator	Kershaw	-	1	46-108	Trustees of the Property	3/20/81	1	84	1,717.85	103,672	81,539
	Switch Tamper	Canron	Mark III	2	3580261	of the Boston & Main Corp.	3/20/81	1	84	3,064.70	184,955	131,444
					3580271	("B&M")					184,955	131,444
	Ballast Compactor	Canron	CSC	1	4481351	B&M	3/20/81	1	84	1,552.66	93,703	71,445
	Whole Tie Remover	Kershaw	-	1	47-128	B&M	3/20/81	1	84	1,013.75	59,180	44,256
	Tractor	Case	580-C	1	9007723	B&M	3/20/81	1	84	695.94	42,000	28,567
	Railcar Mover	Pettibone	250	1	C-108	B&M	3/20/81	1	84	857.55	51,753	38,453
	Tie Crane	R.T.W.	-	3	466	B&M	3/20/81	1	84	480.53	28,761	20,240
					467						28,761	20,240
					468						28,909	20,240
	Tie Shear	Fairmont	Series C	1	4D0181455	B&M	3/20/81	1	84	1,172.49	70,760	50,311
	Scarifier/Inserter	Fairmont	Series E	1	174571	B&M	3/20/81	1	84	764.54	46,140	34,505
	Tie Inserter	Loram	1015	1	1015813	B&M	3/20/81	1	84	1,268.72	76,567	52,352
	Hydra-Spiker	Rexnord	-	1	127	B&M	3/20/81	1	84	1,360.31	82,397	63,730
	Tie Spacer	Portec	-	1	TS 2128	B&M	3/20/81	1	84	688.72	41,564	31,254
	Gradall	Wilhelm-Davies	660	1	NP315051	B&M	3/20/81	1	84	2,676.30	161,515	121,450
	Snow Blower	Pettibone	220C	1	ST250	B&M	3/20/81	1	84	559.49	33,765	26,064
	Go Tract w/Derrick	Univ Go Tract	GT1000	1	01-04-149	B&M	3/20/81	1	84	1,381.69	83,536	63,693
1923	15 Ton Crane	Galion	150 ARS	1	C150ADG8852	CRC	4/21/81****	1	120	1,234.24	98,189	78,087

I S S U E   T W C

<u>LOT #</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>QUANTITY</u>	<u>SERIAL #</u>	<u>LESSEE</u>	<u>MASTER LEASE</u> <u>DATE</u>	<u>SCHEDULE</u> <u>#</u>	<u>LEASE</u> <u>TERM</u>	<u>MONTHLY RENTAL</u> <u>PER UNIT</u>	<u>COST</u>	<u>NBV</u> <u>6-30-84</u>
	12½ Ton Crane											
	w/Generator & Plow	Pettibone	25	1	18-6-A1-7477	CRC	4/21/81****	2	120	1,344.10	106,929	85,808
	12½ Ton Crane	Pettibone	25	1	18-5-A1-7476	CRC	4/21/81****	3	120	1,100.73	87,568	69,659
	12½ Ton Crane	Pettibone	25	1	18-5-A1-7475	CRC	4/21/81****	4	120	1,100.84	87,579	69,649
1933	Switch Tamper	Canron	Mark II	1	1088051	CRC	6/29/81	1	84	2,857.97	163,313	106,248
	Switch Tamper	Canron	Mark II	1	1088061	CRC	6/29/81	2	84	2,849.35	162,820	105,980
	Switch Tamper	Canron	Mark II	1	1088091	CRC	6/29/81	3	84	2,849.35	162,820	105,980
	Switch Tamper	Canron	Mark II	1	1088101	CRC	6/29/81	4	84	2,849.35	162,820	105,980
	Switch Tamper	Canron	Mark II	1	108121	CRC	6/29/81	5	84	2,849.35	162,820	105,980
	Switch Tamper	Canron	Mark II	1	108131	CRC	6/29/81	6	84	2,851.64	162,952	107,089
	Switch Tamper	Canron	Mark II	1	108141	CRC	6/29/81	7	84	2,851.66	162,952	107,089
	Switch Tamper	Plasser	UYM-8-L	1	1445	CRC	6/29/81	8	84	2,660.00	153,366	103,283
	Switch Tamper	Plasser	UYM-8-L	1	1446	CRC	6/29/81	9	84	2,660.00	153,593	103,921
	Switch Tamper	Plasser	UYM-8-L	1	1447	CRC	6/29/81	10	84	2,660.00	153,785	104,051
											<u>\$5,562,524</u>	<u>\$3,645,872</u>
											<u>          </u>	<u>          </u>

\*    Equipment Lease Agreement #1  
\*\*   Equipment Lease Agreement #2  
\*\*\* Equipment Lease Agreement #3  
\*\*\*\* Equipment Lease Agreement #4

I S S U E T W C

<u>LOT #</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>QUANTITY</u>	<u>SERIAL #</u>	<u>LESSEE</u>	<u>MASTER LEASE DATE</u>	<u>SCHEDULE #</u>	<u>LEASE TERM</u>	<u>MONTHLY RENTAL PER UNIT</u>	<u>COST</u>	<u>NBV 6-30-84</u>
1726	Crane	Galion	150F	1	C150FDG8158	Illinois Central Gulf RR	5/17/79	2	84 months	1,001.41	105,442	\$ 29,851.46
1726	Crane	Galion	150F	1	C150FDG8155	ICG	5/17/79	2	84	1,001.41	105,319	29,851.46
1726	Crane	Galion	150F	1	C150FDG8154	ICG	5/17/79	2	84	1,001.41	105,766	29,851.46
1726	Crane	Galion	150F	1	C150FDG8159	ICG	5/17/79	2	84	1,001.41	105,120	29,851.46
1726	Crane	Galion	150F	1	C150FDG8166	ICG	5/17/79	3	84	1,243.08	130,894	37,826.14
1726	Crane	Galion	150F	1	C150FDG8088	ICG	5/17/79	3	84	1,243.08	130,939	37,826.14
1726	Crane	Galion	150F	1	C150FDG8203	ICG	5/17/79	3	84	1,243.08	130,939	37,826.14
1726	Crane	Galion	150F	1	C150FDG8253	ICG	5/17/79	3	84	1,243.08	130,617	37,826.14
1726	Crane	Galion	150F	1	C150FDG8207	ICG	5/17/79	3	84	1,243.08	130,865	37,826.14
1726	Air Compressor	Sullair	-	1	72221	ICG	5/17/79	4	81	130.18	9,358	3,087.24
1726	Loader/Backhoe	IH	-	1	200932	ICG	5/17/79	5	84	308.86	32,511	9,096.67
1726	Loader/Backhoe	IH	-	1	200786	ICG	5/17/79	5	84	308.86	32,511	9,096.67
1726	Wheel Loader	F.A.	545B	1	21C07048	ICG	5/17/79	6	84	461.21	48,548	13,519.84
1726	Wheel Loader	F.A.	545B	1	21Co7039	ICG	5/17/79	6	84	461.21	48,548	13,519.84
1726	Motor Grader	F.A.	150C	1	58U02044	ICG	5/17/79	7	84	695.76	73,238	20,395.30
1726	Track Wrench	Safetran	-	1	7798-7	ICG	5/17/79	9	84	63.65	4,576	1,747.82
1726	Spike Puller	Rexnord	-	1	565	ICG	5/17/79	10	84	74.71	5,378	2,058.73
1726	Spike Puller	Rexnord	-	1	566	ICG	5/17/79	10	84	74.71	5,378	2,058.73
1726	Spike Puller	Rexnord	-	1	567	ICG	5/17/79	10	84	74.71	5,378	2,058.73
1726	Spike Puller	Rexnord	-	1	568	ICG	5/17/79	10	84	74.71	5,378	2,058.73

I S S U E T W C

<u>LOT #</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>QUANTITY</u>	<u>SERIAL #</u>	<u>LESSEE</u>	<u>MASTER LEASE DATE</u>	<u>SCHEDULE #</u>	<u>LEASE TERM</u>	<u>MONTHLY RENTAL PER UNIT</u>	<u>COST</u>	<u>NBV 6-30-84</u>
1726	Spike Puller	Rexnord	-	1	569	Illinois Central Gulf RR	5/17/79	10	84	74.71	5,378	2,058.73
1726	Spike Puller	Rexnord	-	1	570	ICG	5/17/79	10	84	74.71	5,364	2,058.73
1726	Spike Puller	Rexnord	-	1	572	ICG	5/17/79	10	84	74.71	5,364	2,058.73
1726	Spike Puller	Rexnord	-	1	573	ICG	5/17/79	10	84	74.71	5,364	2,058.73
1726	Spike Puller	Rexnord	-	1	574	ICG	5/17/79	10	84	74.71	5,364	2,058.73
1726	Spike Puller	Rexnord	-	1	575	ICG	5/17/79	10	84	74.71	5,364	2,058.73
1726	Tie Handler	RTW	-	1	378	ICG	5/17/79	11	81 months	375.29	26,980	\$ 8,651.42
1726	Tie Handler	RTW		1	379	ICG	5/17/79	12	81	229.25	27,011	6,344.85
1726	Tie Handler	RTW		1	380	ICG	5/17/79	12	81	229.25	27,011	6,344.85
1726	Tie Handler	RTW		1	381	ICG	5/17/79	12	81	229.25	27,335	6,344.85
1726	Tie Handler	RTW		1	377	ICG	5/17/79	12	81	229.25	26,980	6,344.85
1726	Tie Handler	RTW		1	382	ICG	5/17/79	12	81	229.25	27,031	6,344.85
1726	Tie Handler	RTW		1	383	ICG	5/17/79	12	81	229.25	27,031	6,344.85
1726	Anchor Cribber	RTW		1	482	ICG	5/17/79	13	81	293.37	14,869	5,318.19
1726	Rotary Scarifier	Kershaw		1	44-103	ICG	5/17/79	15	81	364.03	42,992	12,257.72
1726	Rotary Scarifier	Kershaw		1	44-104	ICG	5/17/79	15	81	364.03	42,992	12,257.72
1726	Rotary Scarifier	Kershaw		1	44-105	ICG	5/17/79	15	81	364.03	42,967	12,257.72
1726	Rotary Scarifier	Kershaw		1	44-106	ICG	5/17/79	15	81	364.03	42,967	12,257.72

I S S U E T W C

<u>LOT #</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>QUANTITY</u>	<u>SERIAL #</u>	<u>LESSEE</u>	<u>MASTER LEASE DATE</u>	<u>SCHEDULE #</u>	<u>LEASE TERM</u>	<u>MONTHLY RENTAL PER UNIT</u>	<u>COST</u>	<u>NBV 6-30-84</u>
1726	Tie Injector	Kershaw	39-2	1	39-260	Illinois Central Gulf RR	5/17/79	16	81	540.62	63,657	15,542.12
1726	Tie Injector	Kershaw	39-2	1	39-261	ICG	5/17/79	16	81	540.62	63,657	15,542.12
1726	Tie Injector	Kershaw	39-2	1	39-265	ICG	5/17/79	16	81	540.62	63,998	15,542.12
1726	Tie Injector	Kershaw	39-2±	1	39-266	ICG	5/17/79	16	81	540.62	63,998	15,542.12
1726	Tie Saw	Kershaw	37-1	1	37539	ICG	5/17/79	18	81	736.63	52,957	17,855.80
1726	Motor Car	Fairmont		1	247102	ICG ✓	5/17/79	19	84	62.76	6,607	2,083.65
1726	Tie Sprayer	Fairmont	71B	1	246990	ICG	5/17/79	20	84	43.53	4,582	1,419.91
1726	Spike Puller	Fairmont		1	247043	ICG	5/17/79	21	81	46.12	5,449	1,503.41
1726	Spike Puller	Fairmont		1	247044	ICG	5/17/79	21	81	46.12	5,449	1,503.41
1726	Spike Puller	Fairmont		1	247045	ICG	5/17/79	21	81	46.12	5,449	1,503.41
1726	Spike Puller	Fairmont		1	247046	ICG	5/17/79	21	81	46.12	5,449	1,503.41
1726	Spike Puller	Fairmont		1	247047	ICG	5/17/79	21	81	46.12	5,449	1,503.41
1726	Spike Puller	Fairmont		1	247247	ICG	5/17/79	21	81	46.12	5,439	1,503.41
1726	Spike Puller	Fairmont		1	247248	ICG	5/17/79	21	81	46.12	5,439	1,503.41
1726	Spike Puller	Fairmont		1	247249	ICG	5/17/79	21	81	46.12	5,439	1,503.41
1726	Rail Lifter	Fairmont	-	1	246965	ICG	5/17/79	22	81 months	\$ 44.51	\$ 5,255	\$ 1,396.50
1726	Rail Lifter	Fairmont	-	1	246963	ICG	5/17/79	22	81	44.51	5,255	1,396.50
1726	Switch Tamper	Jackson	2600	1	132584	ICG	5/17/79	23	84	1,127.25	81,038	32,418.18
1726	Tamper	Plasser	AR-06-16	1	1278	ICG	5/17/79	24	84	723.20	<u>76,126</u>	<u>21,941.71</u>
											2,285,759	653,364.82

Exhibit "B"

ISSUE TWC

LOT #	DESCRIPTION	MANUFACTURER	MODEL	QUANTITY	SERIAL #	LESSEE	MASTER LEASE DATE	SCHEDULE #	LEASE TERM	MONTHLY RENTAL PER UNIT	COST	NBV 6-30-84
	Dual Ballast											
	Revolator	R.T.W.	116A	1	101						95,000	95,000
	Rail Crane	R.T.W.	111A	1	101						185,000	185,000
											280,000	280,000

CONTINUOUS RAIL WELDER

TRAILER #	TRAILER FUNCTION	T R A I L E R			EQUIPMENT SERIAL #	COST	NBV 6/30/84
		MAKE	SERIAL #	FL. LIC. #			
2	Auxiliary Power Unit	Rogers	D5064	L24050	EM166972231		
3	Transfer Table	Rogers	D5068	L24046			
4	Rail End Polishing	Trailmobile	C12834	L21866			
5	RailWelder	Rogers	D5065	L24051			
6	Rail Shear & Straightner	Rogers	D5066	-			
7	Rail Mover & Grinding	Rogers	D5067	L24048			
8	Office & Parts Storage	Gruehauf	HPN348101	L24047			
-	Railsaw	-	-	-	103	\$1,256,712	\$966,012



10/22/84

**Interstate Commerce Commission**  
Washington, D.C. 20423

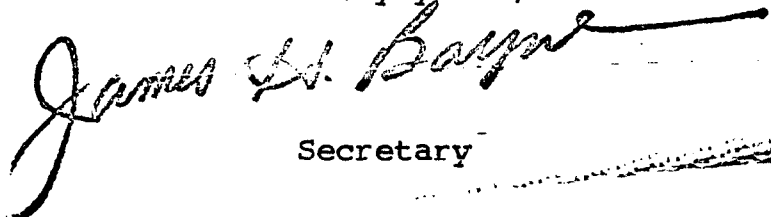
**OFFICE OF THE SECRETARY**

Gerald E. Beatty  
Rosenthal & Schanfield }  
Mid-Continental Plaza, Suite 4620  
55 East Monroe St.  
Chicago, Ill. 60603

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/22/84 at 1:05pm and assigned re-recording number(s). 14422-A

Sincerely yours,

  
Secretary

Enclosure(s)

September 19, 1984

Evans Track-Work Leasing Company  
The East Tower, Suite 1000  
2550 Golf Road  
Rolling Meadows, IL 60008

RECORDATION NO. 14423-A  
FILED 1425

OCT 22 1984 -1 05 PM

AMENDMENT NO. 3 TO SECURITY AGREEMENT

INTERSTATE COMMERCE COMMISSION

Gentlemen:

We refer to (i) the Term Loan Agreement, dated as of September 17, 1981, as amended, (the "Loan Agreement") between Evans Track-Work Leasing Company (the "Company") and The First National Bank of Chicago (the "Bank") and (ii) the Security Agreement, dated as of September 17, 1981, as amended, (the "Security Agreement") by the Company in favor of the Bank. Capitalized terms defined in the Security Agreement and not otherwise defined herein shall have the meanings when used herein as defined in the Security Agreement.

Pursuant to the terms of Section 5.1.10 of the Loan Agreement, the Bank and the Company desire to modify and amend the Security Agreement to release certain existing Collateral and to pledge additional Collateral to the Bank. The Company hereby grants to the Bank a first security interest in all of the Company's right, title, interest, privileges and remedies in and to the Collateral as described on Schedule I (attached hereto) as security for the Obligations. The Bank hereby releases from the lien of the Security Agreement the Collateral as described on Schedule II (attached hereto). The Company represents and warrants to the Bank that the execution and delivery of this Amendment No. 3 has been duly authorized by proper corporate proceedings and this Amendment No. 3 constitutes a valid and binding obligation of the Company and creates a security interest which is enforceable against the Company in the Collateral in accordance with the terms of the Security Agreement. In furtherance thereof, the Bank and the Company hereby agree to amend the Security Agreement as follows:

1. Amend the Security Agreement by deleting Amended Schedule I thereof and substituting in lieu thereof "Schedule I" attached hereto.

Except for the express amendment contained herein, the terms, provisions and conditions of the Loan Agreement, the promissory note issued thereunder, the Security Agreement and that certain Security Agreement dated as of December 10, 1982 executed by the Company and Evans Track Products and Construction Company in favor of the Bank shall continue and remain binding on the Company, and the Company hereby ratifies and confirms the same. The amendments contained herein shall become effective as of September 19, 1984 upon execution

by the Bank and the Company and the acknowledgement of the Guarantor (as defined in the Loan Agreement). The Company agrees to provide the Bank as soon as practicable but in any event within 60 days of the date of execution hereof with (i) certified copies of directors' resolutions of the Company authorizing the pledge of the Collateral, (ii) a counsel opinion of the Company's counsel in form and substance acceptable to the Bank and (iii) financing statements executed by the Company as requested now or hereafter by the Bank.

THE FIRST NATIONAL BANK OF CHICAGO

By Susan J. George  
Title Asst. Vice President

Accepted and Agreed to:

EVANS TRACK-WORK LEASING COMPANY

By B. Shyne  
Vice President

# ACKNOWLEDGEMENT

The undersigned, Evans Transportation Company, being the guarantor of the Company's obligations arising under the foregoing described Loan Agreement, hereby consents to the foregoing amendment and to the pledge of the Collateral pursuant to the foregoing described Security Agreement and ratifies and confirms the terms and provisions of the Guaranty, dated as of September 17, 1981 by the undersigned in favor of the Bank, as amended.

EVANS TRANSPORTATION COMPANY

By  Vice President

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK        )

I, Christine M. Babiak, a Notary Public in and for the County and State aforesaid, do hereby certify that Susan F. Gregg Assistant Vice President of THE FIRST NATIONAL BANK OF CHICAGO ("Bank"), a national banking association, of said Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President appeared before me in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of October, 1984.

Christine M. Babiak  
Notary Public


My Commission Expires:

June 30, 1987

STATE OF ILLINOIS    )  
                              )ss  
COUNTY OF COOK        )

I, **MARY E. GRANT**, a Notary Public in and for the County and State aforesaid, do hereby certify that **George B. Lynch** the (Vice) President of **EVANS TRACK-WORK LEASING COMPANY**, an Illinois corporation who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of said corporation appeared before me in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this  
8th day of October, 1984.

  
Notary Public

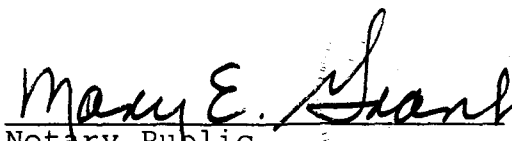
MY COMMISSION EXPIRES:

5/11/88

STATE OF ILLINOIS    )  
                              )ss  
COUNTY OF COOK        )

I, **MARY E. GRANT**, a Notary Public in and for the County and State aforesaid, do hereby certify that **George B. Lynch** the (Vice) President of **EVANS TRANSPORTATION COMPANY**, an Illinois corporation who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of said corporation appeared before me in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this  
8th day of October, 1984.

  
Notary Public

MY COMMISSION EXPIRES:

5/11/88

## Schedule I

S S U E T W C

LOT #	DESCRIPTION	MANUFACTURER	MODEL	QUANTITY	SERIAL #	LESSEE	MASTER LEASE DATE	SCHEDULE #	LEASE TERM	MONTHLY RENTAL PER UNIT	COST	NBV 6-30-84
1850	Tie Handlers	R.T.W.	-	2	427	Illinois Central Gulf	4/02/80	1	69 months	\$ 515.00	\$ 28,962	\$ 14,586
					428	Railroad ("ICG")					28,962	14,586
1874	Rail Lifter	Fairmont	-	2	248833	ICG	7/11/80	1	60	155.40	10,654	4,289
1880	Switch Tamper	Plasser	-	1	1375	Consolidated Rail Corp.	9/11/80*	1	84	1,503.40	94,644	56,904
	Switch Tamper	Plasser	-	1	1376	("CRC")	9/11/80*	1A	84	1,494.79	94,071	56,802
	Tamper	Canron	Mark II	1	1087330	CRC	9/11/80*	2	84	2,299.54	144,716	84,185
	Tamper	Canron	Mark I	1	1087350	CRC	9/11/80*	3	84	1,256.61	79,082	46,004
	Ballast Regulator	Kershaw	26-2-17	1	26-1393	CRC	9/11/80*	4	84	949.25	59,739	34,729
1881	Switch Tamper	Canron	Mark II	1	1087320	CRC	9/11/80**	1	84	2,303.75	144,716	84,185
	Switch Tamper	Canron	Mark II	1	1087300	CRC	9/11/80**	1A	84	2,307.66	144,981	83,464
	Switch Tamper	Canron	Mark II	1	1087290	CRC	9/11/80**	1B	84	2,306.94	145,182	83,464
	Switch Tamper	Canron	Mark II	1	1087280	CRC	9/11/80**	1C	84	2,298.79	144,669	83,464
	Switch Tamper	Canron	Mark II	1	1087270	CRC	9/11/80**	2	84	2,299.54	145,227	83,464
1882	Undercutter/Cleaver	Plasser	RH76U	1	183	CRC	9/11/80***	1	84	13,337.75	839,380	481,848
	Crib & Ballast Compactor	-	-	1	1377	CRC	9/11/80***	2	84	1,162.19	73,140	43,867
1883	Ballast Regulator	Kershaw	-	1	46-108	Trustees of the Property	3/20/81	1	84	1,717.85	103,672	81,539
	Switch Tamper	Canron	Mark III	2	3580261	of the Boston & Main Corp.	3/20/81	1	84	3,064.70	184,955	131,444
					3580271	("B&M")					184,955	131,444
	Ballast Compactor	Canron	CSC	1	4481351	B&M	3/20/81	1	84	1,552.66	93,703	71,445
	Whole Tie Remover	Kershaw	-	1	47-128	B&M	3/20/81	1	84	1,013.75	59,180	44,256
	Tractor	Case	580-C	1	9007723	B&M	3/20/81	1	84	695.94	42,000	28,567
	Railcar Mover	Pettibone	250	1	C-108	B&M	3/20/81	1	84	857.55	51,753	38,453
	Tie Crane	R.T.W.	-	3	466	B&M	3/20/81	1	84	480.53	28,761	20,240
					467						28,761	20,240
					468						28,909	20,240
	Tie Shear	Fairmont	Series C	1	4D0181455	B&M	3/20/81	1	84	1,172.49	70,760	50,311
	Scarifier/Insertter	Fairmont	Series E	1	174571	B&M	3/20/81	1	84	764.54	46,140	34,505
	Tie Insertter	Loram	1015	1	1015813	B&M	3/20/81	1	84	1,268.72	76,567	52,352
	Hydra-Spiker	Rexnord	-	1	127	B&M	3/20/81	1	84	1,360.31	82,397	63,730
	Tie Spacer	Portec	-	1	TS 2128	B&M	3/20/81	1	84	688.72	41,564	31,254
	Gradall	Wilhelm-Davies	660	1	NP315051	B&M	3/20/81	1	84	2,676.30	161,515	121,450
	Snow Blower	Pettibone	220C	1	ST250	B&M	3/20/81	1	84	559.49	33,765	26,064
	Go Tract w/Derrick	Univ Go Tract	GT1000	1	01-04-149	B&M	3/20/81	1	84	1,381.69	83,536	63,693
1923	15 Ton Crane	Galion	150 ARS	1	C150ADG8852	CRC	4/21/81****	1	120	1,234.24	98,189	78,087

Schedule I

<u>LOT #</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>QUANTITY</u>	<u>SERIAL #</u>	<u>LESSEE</u>	<u>MASTER LEASE DATE</u>	<u>SCHEDULE #</u>	<u>LEASE TERM</u>	<u>MONTHLY RENTAL PER UNIT</u>	<u>COST</u>	<u>NBV 6-30-84</u>
	12½ Ton Crane											
	w/Generator & Plow	Pettibone	25	1	18-6-A1-7477	CRC	4/21/81****	2	120	1,344.10	106,929	85,808
	12½ Ton Crane	Pettibone	25	1	18-5-A1-7476	CRC	4/21/81****	3	120	1,100.73	87,568	69,659
	12½ Ton Crane	Pettibone	25	1	18-5-A1-7475	CRC	4/21/81****	4	120	1,100.84	87,579	69,649
1933	Switch Tamper	Canron	Mark II	1	1088051	CRC	6/29/81	1	84	2,857.97	163,313	106,248
	Switch Tamper	Canron	Mark II	1	1088061	CRC	6/29/81	2	84	2,849.35	162,820	105,980
	Switch Tamper	Canron	Mark II	1	1088091	CRC	6/29/81	3	84	2,849.35	162,820	105,980
	Switch Tamper	Canron	Mark II	1	1088101	CRC	6/29/81	4	84	2,849.35	162,820	105,980
	Switch Tamper	Canron	Mark II	1	108121	CRC	6/29/81	5	84	2,849.35	162,820	105,980
	Switch Tamper	Canron	Mark II	1	108131	CRC	6/29/81	6	84	2,851.64	162,952	107,089
	Switch Tamper	Canron	Mark II	1	108141	CRC	6/29/81	7	84	2,851.66	162,952	107,089
	Switch Tamper	Plasser	UYM-8-L	1	1445	CRC	6/29/81	8	84	2,660.00	153,366	103,283
	Switch Tamper	Plasser	UYM-8-L	1	1446	CRC	6/29/81	9	84	2,660.00	153,593	103,921
	Switch Tamper	Plasser	UYM-8-L	1	1447	CRC	6/29/81	10	84	2,660.00	153,785	104,051
											<u>\$5,562,524</u>	<u>\$3,645,872</u>
											<u>          </u>	<u>          </u>

- \* Equipment Lease Agreement #1
- \*\* Equipment Lease Agreement #2
- \*\*\* Equipment Lease Agreement #3
- \*\*\*\* Equipment Lease Agreement #4



## SCHEDULE I

I S S U E T W C

<u>LOT #</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>QUANTITY</u>	<u>SERIAL #</u>	<u>LESSEE</u>	<u>MASTER LEASE DATE</u>	<u>SCHEDULE #</u>	<u>LEASE TERM</u>	<u>MONTHLY RENTAL PER UNIT</u>	<u>COST</u>	<u>NBV 6-30-84</u>
1726	Crane	Galion	150F	1	C150FDG8158	Illinois Central Gulf RR	5/17/79	2	84 months	1,001.41	105,442	\$ 29,851.46
1726	Crane	Galion	150F	1	C150FDG8155	ICG	5/17/79	2	84	1,001.41	105,319	29,851.46
1726	Crane	Galion	150F	1	C150FDG8154	ICG	5/17/79	2	84	1,001.41	105,766	29,851.46
1726	Crane	Galion	150F	1	C150FDG8159	ICG	5/17/79	2	84	1,001.41	105,120	29,851.46
1726	Crane	Galion	150F	1	C150FDG8166	ICG	5/17/79	3	84	1,243.08	130,894	37,826.14
1726	Crane	Galion	150F	1	C150FDG8088	ICG	5/17/79	3	84	1,243.08	130,939	37,826.14
1726	Crane	Galion	150F	1	C150FDG8203	ICG	5/17/79	3	84	1,243.08	130,939	37,826.14
1726	Crane	Galion	150F	1	C150FDG8253	ICG	5/17/79	3	84	1,243.08	130,617	37,826.14
1726	Crane	Galion	150F	1	C150FDG8207	ICG	5/17/79	3	84	1,243.08	130,865	37,826.14
1726	Air Compressor	Sullair	-	1	72221	ICG	5/17/79	4	81	130.18	9,358	3,087.24
1726	Loader/Backhoe	IH	-	1	200932	ICG	5/17/79	5	84	308.86	32,511	9,096.67
1726	Loader/Backhoe	IH	-	1	200786	ICG	5/17/79	5	84	308.86	32,511	9,096.67
1726	Wheel Loader	F.A.	545B	1	21C07048	ICG	5/17/79	6	84	461.21	48,548	13,519.84
1726	Wheel Loader	F.A.	545B	1	21C07039	ICG	5/17/79	6	84	461.21	48,548	13,519.84
1726	Motor Grader	F.A.	150C	1	58U02044	ICG	5/17/79	7	84	695.76	73,238	20,395.30
1726	Track Wrench	Safetran	-	1	7798-7	ICG	5/17/79	9	84	63.65	4,576	1,747.82
1726	Spike Puller	Rexnord	-	1	565	ICG	5/17/79	10	84	74.71	5,378	2,058.73
1726	Spike Puller	Rexnord	-	1	566	ICG	5/17/79	10	84	74.71	5,378	2,058.73
1726	Spike Puller	Rexnord	-	1	567	ICG	5/17/79	10	84	74.71	5,378	2,058.73
1726	Spike Puller	Rexnord	-	1	568	ICG	5/17/79	10	84	74.71	5,378	2,058.73

<u>LOT #</u>	<u>DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MODEL</u>	<u>QUANTITY</u>	<u>SERIAL #</u>	<u>LESSEE</u>	<u>MASTER LEASE DATE</u>	<u>SCHEDULE #</u>	<u>LEASE TERM</u>	<u>MONTHLY RENTAL PER UNIT</u>	<u>COST</u>	<u>NBV 6-30-84</u>
1726	Spike Puller	Rexnord	-	1	569	Illinois Central Gulf RR	5/17/79	10	84	74.71	5,378	2,058.73
1726	Spike Puller	Rexnord	-	1	570	ICG	5/17/79	10	84	74.71	5,364	2,058.73
1726	Spike Puller	Rexnord	-	1	572	ICG	5/17/79	10	84	74.71	5,364	2,058.73
1726	Spike Puller	Rexnord	-	1	573	ICG	5/17/79	10	84	74.71	5,364	2,058.73
1726	Spike Puller	Rexnord	-	1	574	ICG	5/17/79	10	84	74.71	5,364	2,058.73
1726	Spike Puller	Rexnord	-	1	575	ICG	5/17/79	10	84	74.71	5,364	2,058.73
1726	Tie Handler	RTW	-	1	378	ICG	5/17/79	11	81 months	375.29	26,980	\$ 8,651.42
1726	Tie Handler	RTW		1	379	ICG	5/17/79	12	81	229.25	27,011	6,344.85
1726	Tie Handler	RTW		1	380	ICG	5/17/79	12	81	229.25	27,011	6,344.85
1726	Tie Handler	RTW		1	381	ICG	5/17/79	12	81	229.25	27,335	6,344.85
1726	Tie Handler	RTW		1	377	ICG	5/17/79	12	81	229.25	26,980	6,344.85
1726	Tie Handler	RTW		1	382	ICG	5/17/79	12	81	229.25	27,031	6,344.85
1726	Tie Handler	RTW		1	383	ICG	5/17/79	12	81	229.25	27,031	6,344.85
1726	Anchor Cribber	RTW		1	482	ICG	5/17/79	13	81	293.37	14,869	5,318.19
1726	Rotary Scarifier	Kershaw		1	44-103	ICG	5/17/79	15	81	364.03	42,992	12,257.72
1726	Rotary Scarifier	Kershaw		1	44-104	ICG	5/17/79	15	81	364.03	42,992	12,257.72
1726	Rotary Scarifier	Kershaw		1	44-105	ICG	5/17/79	15	81	364.03	42,967	12,257.72
1726	Rotary Scarifier	Kershaw		1	44-106	ICG	5/17/79	15	81	364.03	42,967	12,257.72

Schedule II

LOT #	DESCRIPTION	MANUFACTURER	MODEL	QUANTITY	SERIAL #	LESSEE	MASTER LEASE DATE	SCHEDULE #	LEASE TERM	MONTHLY RENTAL PER UNIT	COST	NBV 6-30-84
	Dual Ballast											
	Revolator	R.T.W.	116A	1	101						95,000	95,000
	Rail Crane	R.T.W.	111A	1	101						185,000	185,000
											280,000	280,000

CONTINUOUS RAIL WELDER

TRAILER #	TRAILER FUNCTION	MAKE	SERIAL #	FL. LIC. #	EQUIPMENT SERIAL #	COST	NBV 6/30/84
2	Auxiliary Power Unit	Rogers	D5064	L24050	EM166972231		
3	Transfer Table	Rogers	D5068	L24046			
4	Rail End Polishing	Trailmobile	C12834	L21866			
5	RailWelder	Rogers	D5065	L24051			
6	Rail Shear & Straightner	Rogers	D5066	-			
7	Rail Mover & Grinding	Rogers	D5067	L24048			
8	Office & Parts Storage	Gruehauf	HPN348101	L24047			
-	Railsaw	-	-	-	103	\$1,256,712	\$966,012